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PETERSON BANK
3232 W. PETERSON AVENUE
CHICAGO, IL 60659

HOME EQUITY LINE MORTGAGE

90414191

This Mortgage ("Security Instrument") is made this August 13, 19 90, between the mortgagor, Amer. Nat'l Bank & Trust Co. of Chicago not personally but as Trustee under Trust Agreement dated 11/27/87 and known as Trust No. 104097-04 (herein "Borrower"), and the mortgagee, PETERSON BANK, an Illinois state bank, whose address is 3232 West Peterson Avenue, Chicago, Illinois 60659 (herein "Lender").

ACC 28591 TP14

Borrower owes Lender the maximum principal sum of Ten Thousand and No/100-- Dollars (U.S. \$ 10,000.00), or the aggregate unpaid amount of all loans made by Lender pursuant to that certain Home Equity Line Agreement and Disclosure ("Agreement") of even date herewith, whichever is less.

This debt is evidenced by the Agreement executed by Borrower dated the same date as this Security Instrument which Agreement provides for monthly interest payments during the first five year period, with the full debt, if not paid earlier, payable over a second five (5) year term. The entire note comes due ten (10) years from the date hereof, and any outstanding principal, interest, or charges are due and payable. THE AGREEMENT PROVIDES THAT LOANS MAY BE MADE FROM TIME TO TIME IN NO EVENT LATER THAN THE END OF THE FIRST FIVE (5) YEAR PERIOD) NOT TO EXCEED THE ABOVE STATED MAXIMUM AMOUNT OUTSTANDING AT ANY ONE TIME. All future loans will have the same priority as the original loan. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the agreement, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Per legal description attached hereto and made a part hereof

. DEPT-01 RECORDING \$17.25
. T#1111 TRAN 4575 08/24/90 12:31:00
. #5337 & A *-90-4 14 19 1
. COOK COUNTY RECORDER

Permanent Real Estate Index Number: 12-11-419-078

which has the address of: Street 8049 Memory Lane city Chicago, Illinois, zip 60656 ("Property Address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to Peterson Bank dated 12/10/87 recorded as document number 87654566.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

2. Application of Payments. All payments received by Lender shall be applied to the annual fee, interest due, and then, to principal.

3. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument other than the prior mortgage described above, unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth within 10 days of the giving of notice.

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PETERSON BANK
3333 N. PETERSON AVENUE
CHICAGO, IL 60658

HOME EQUITY LINE OF CREDIT

30000

This document is a copy of the original document filed with the Cook County Clerk's Office. It is not a legal document and should not be used for legal purposes. The original document is the only one that should be used for legal purposes.

1. **Agreement of the Parties.** The undersigned parties, the Borrower and the Lender, have entered into this Agreement for the purpose of providing the Borrower with a line of credit. The Borrower agrees to use the proceeds of the line of credit for the purposes stated in this Agreement. The Lender agrees to provide the line of credit to the Borrower in accordance with the terms and conditions set forth in this Agreement.

2. **Amount of Line of Credit.** The Lender shall make available to the Borrower a line of credit in the amount of \$30,000.00. The Borrower shall be required to pay to the Lender the principal amount of the line of credit, plus interest, in accordance with the terms and conditions set forth in this Agreement.

3. **Interest Rate.** The interest rate on the line of credit shall be the prime rate plus 2.00% per annum. The interest rate shall be subject to change without notice to the Borrower. The Borrower shall be required to pay interest on the line of credit in accordance with the terms and conditions set forth in this Agreement.

4. **Repayment Schedule.** The Borrower shall be required to repay the principal amount of the line of credit, plus interest, in accordance with the terms and conditions set forth in this Agreement. The Borrower shall be required to make payments to the Lender in accordance with the terms and conditions set forth in this Agreement.

5. **Default.** The Borrower shall be in default of this Agreement if the Borrower fails to make payments to the Lender in accordance with the terms and conditions set forth in this Agreement. In the event of a default, the Lender shall have the right to demand immediate repayment of the principal amount of the line of credit, plus interest, and to take any action that the Lender deems appropriate to protect its interests.

6. **Assignment.** The Borrower shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Lender. Any assignment or transfer made in violation of this provision shall be null and void.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Borrower and the Lender with respect to the line of credit. No oral agreement or understanding shall be binding on the parties.

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4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This instrument shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, subject only to the rights of a prior mortgagee, if any. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 1b the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's action may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Borrower shall faithfully and fully comply with and abide by every term, covenant and condition of any prior mortgage or mortgages presently encumbering the Property. A default or delinquency under any prior mortgage or mortgages shall automatically and immediately constitute a default under this Security Instrument. Lender is expressly authorized at its option to advance all sums necessary to keep any prior mortgage or mortgages in good standing, and all sums so advanced, together with interest shall be subject to the provisions of this Paragraph 6 of this Security Instrument. Borrower agrees not to make any agreement with the holder of any prior mortgage that in any way shall modify, change, alter or extend any of the terms or conditions of that prior mortgage nor shall Borrower request or accept any future advances under that prior mortgage, without the express written consent of Lender.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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1. Interest Borrower shall keep the improvements and fixtures on the premises in good repair and condition and shall be liable for the cost of repairs and maintenance thereof. The interest on the loan shall be paid by the Borrower in accordance with the terms of the promissory note. The interest rate shall be as stated in the promissory note. The interest shall be payable in advance on the first day of each month. The interest shall be payable to the lender or to the lender's order. The interest shall be payable in full on the maturity date of the loan. The interest shall be payable in full on the maturity date of the loan. The interest shall be payable in full on the maturity date of the loan.

2. Insurance All insurance policies and coverage shall be acceptable to the lender and shall be maintained in full force and effect. The lender shall have the right to cancel any policy if it is not maintained in full force and effect. The lender shall be notified immediately in writing of any cancellation or non-renewal of any policy. The lender shall be notified immediately in writing of any cancellation or non-renewal of any policy. The lender shall be notified immediately in writing of any cancellation or non-renewal of any policy.

3. Default If the Borrower fails to pay any installment of principal or interest when due, or if the Borrower fails to comply with any other term of this security agreement, the lender may declare this security agreement to be in default. The lender may declare this security agreement to be in default. The lender may declare this security agreement to be in default. The lender may declare this security agreement to be in default.

4. Acceleration In the event of default, the lender may accelerate the maturity of the loan. The lender may accelerate the maturity of the loan. The lender may accelerate the maturity of the loan. The lender may accelerate the maturity of the loan. The lender may accelerate the maturity of the loan.

5. Assignment The Borrower shall not assign, transfer, or otherwise dispose of the loan or any part thereof without the prior written consent of the lender. The Borrower shall not assign, transfer, or otherwise dispose of the loan or any part thereof without the prior written consent of the lender. The Borrower shall not assign, transfer, or otherwise dispose of the loan or any part thereof without the prior written consent of the lender.

6. Waiver The Borrower hereby waives any and all rights of defense or discharge that may be available to the Borrower under applicable law. The Borrower hereby waives any and all rights of defense or discharge that may be available to the Borrower under applicable law. The Borrower hereby waives any and all rights of defense or discharge that may be available to the Borrower under applicable law.

7. Entire Agreement This security agreement, together with the promissory note, constitutes the entire agreement between the Borrower and the lender. This security agreement, together with the promissory note, constitutes the entire agreement between the Borrower and the lender. This security agreement, together with the promissory note, constitutes the entire agreement between the Borrower and the lender.

8. Severability If any provision of this security agreement is held to be unenforceable, the remaining provisions shall remain in full force and effect. If any provision of this security agreement is held to be unenforceable, the remaining provisions shall remain in full force and effect. If any provision of this security agreement is held to be unenforceable, the remaining provisions shall remain in full force and effect.

9. Counterparts This security agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this security agreement, and all of which together shall be deemed to constitute one and the same agreement. This security agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this security agreement, and all of which together shall be deemed to constitute one and the same agreement.

10. Assignment The lender may assign, transfer, or otherwise dispose of the loan or any part thereof without the prior written consent of the Borrower. The lender may assign, transfer, or otherwise dispose of the loan or any part thereof without the prior written consent of the Borrower. The lender may assign, transfer, or otherwise dispose of the loan or any part thereof without the prior written consent of the Borrower.

11. Waiver The Borrower hereby waives any and all rights of defense or discharge that may be available to the Borrower under applicable law. The Borrower hereby waives any and all rights of defense or discharge that may be available to the Borrower under applicable law. The Borrower hereby waives any and all rights of defense or discharge that may be available to the Borrower under applicable law.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

9. Borrower Not Released: Forbearance by Lender Not a Waiver. Extension of the time for payment, or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower, shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound: Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors, assigns, heirs, executors and administrators of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable law has the effect of rendering any provision of the Agreement or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18. If Lender exercises this option Lender shall take the steps specified in the second paragraph of paragraph 16.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein (Attention: Loan Department) or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not effect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provisions. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

15. Borrower's Copy. Each Borrower shall be given one conform copy of the Agreement and of this Security Instrument.

16. Transfer of the Property; Sale on Sale. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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11. If the Borrower fails to pay any amount due to the Lender on the date specified in the Security Instrument, the Lender shall have the right to declare the entire amount of the debt due and payable immediately and to exercise its remedies as if the debt were then due and payable.

12. The Borrower shall not be liable for the payment of the debt if the Lender fails to exercise its remedies as if the debt were then due and payable. The Borrower shall not be liable for the payment of the debt if the Lender fails to exercise its remedies as if the debt were then due and payable.

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18. The Borrower shall not be liable for the payment of the debt if the Lender fails to exercise its remedies as if the debt were then due and payable. The Borrower shall not be liable for the payment of the debt if the Lender fails to exercise its remedies as if the debt were then due and payable.

19. The Borrower shall not be liable for the payment of the debt if the Lender fails to exercise its remedies as if the debt were then due and payable. The Borrower shall not be liable for the payment of the debt if the Lender fails to exercise its remedies as if the debt were then due and payable.

20. The Borrower shall not be liable for the payment of the debt if the Lender fails to exercise its remedies as if the debt were then due and payable. The Borrower shall not be liable for the payment of the debt if the Lender fails to exercise its remedies as if the debt were then due and payable.

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17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; and (e) not use this provisions more than once. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

18. ACCELERATION; REMEDIES. LENDER SHALL GIVE NOTICE TO BORROWER PRIOR TO ACCELERATION FOLLOWING BORROWER'S DEFAULT UNDER THE "TERMINATION AND/OR ACCELERATION" PARAGRAPH OF THE AGREEMENT (BUT NOT PRIOR TO ACCELERATION UNDER PARAGRAPH 15 UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (A) THE DEFAULT; (B) THE ACTION REQUIRED TO CURE THE DEFAULT; (C) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFAULT MUST BE CURED; AND (D) THAT FAILURE TO CURE THE DEFAULT ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NONEXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE DEFAULT IS NOT CURED, ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER AT ITS OPTION MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN LEGAL PROCEEDINGS PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 17, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those periodic. Any rents collected by lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

21. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Trustee has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.

American Nat'l Bank & Trust Co. of Chicago
not personally but as trustee as aforesaid

Attest:

By: _____
Title:

Title:

This instrument was prepared by:

Elisa Ahn
Peterson Bank
3232 N. Peterson Avenue
Chicago, Illinois 60649

Address of Property: 8049 Minnow Lane, Chicago, IL 60651

90414191

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally,

By [Signature] Vice President
ATTEST [Signature] Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

ANNE M. MARCHERT

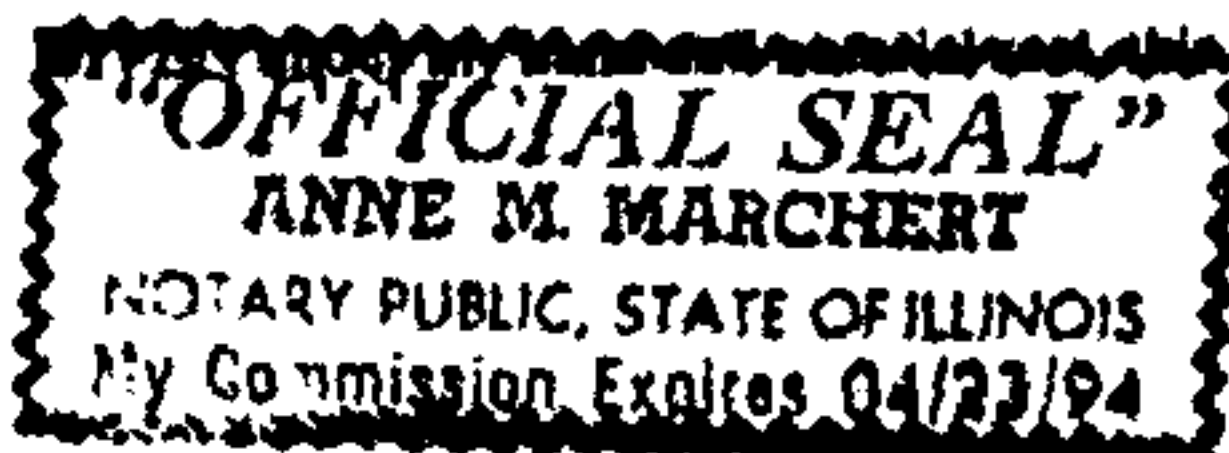
I, a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that Peter Johanson Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and Claire Rosati Foley Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

96434191

AUG 14 1990

day of A.D. 19.....



[Signature]
Notary Public

The following is a true and correct copy of the original as filed in my office on this 17th day of July 1902. I have compared the same with the original and find it to be a true and correct copy. My commission expires on the 1st day of January 1903. I am a member of the State Bar of Illinois and have been admitted to practice in the courts of this State. My office is located at the corner of Madison and Dearborn Streets, Chicago, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Chicago, Illinois, this 17th day of July 1902.

ANNE M. MARCHESI
CLERK OF THE COURT
COUNTY OF COOK
STATE OF ILLINOIS



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LOT 43 IN WITWICKI'S FIRST ADDITION TO GLEN EDEN ESTATE BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF SAID SECTION THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, 5 CHNS AND 50 LINKS THENCE WEST PARALLEL WITH THE SOUTH LINE OF NORTH 1/2 OF SECTION 11, AFORESAID 27 CHNS AND 33 LINKS; THENCE SOUTH 5 CHNS AND 50 LINKS TO THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 11 AFORESAID, THENCE EAST ON SAID SOUTH LINE TO POINT OF BEGINNING (EXCEPT THE WEST 487.34 FEET OF SAID TRACT) AND (EXCEPT THE EAST 600 FEET THEREOF) ALSO THE NORTH 10 ACRES OF THE NORTH 20 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as 8049 Memory Lane, Chicago, Illinois 60656

Permanent Real Estate Index Number 12-11-419-028

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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